



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: March 22nd, 2016

DATE: March 2nd, 2016
TO: Board of County Commissioners
FROM: Amber Howell, Director, Social Services
775-785-8600, AHowell@washoecounty.us

THROUGH: John Slaughter, County Manager

SUBJECT: **Approve the 2017 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between Washoe County and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada in the amount of [\$162,015] (no match required) to provide emergency housing assistance effective July 1, 2016 through June 30, 2017; and direct the Comptroller's Office to make necessary budget adjustments. (All Commission Districts)**

SUMMARY

The Department is requesting the Board approve an interlocal agreement with the Department of Business and Industry of the State of Nevada in the amount of [\$162,015] to provide emergency housing assistance.

County Priority/Goal supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

In May 2015, The Board of County Commissioners approved the Department's request to receive [\$162,015] in Low Income Housing Trust Funds for FY2015 through 2018.

In May 2014, The Board of County Commissioners approved the Department's request to receive [\$81,635] in Low Income Housing Trust Funds for FY2014 through 2017.

In June 2013, The Board of County Commissioners approved the Department's request to receive [\$69,000] in Low Income Housing Trust Funds for FY2013 through 2016.

The Washoe County Board of County Commissioners has accepted LIHTF set-aside grant awards since approximately 1990.

AGENDA ITEM # 14

Sub-Awards and Contracts: None.

FISCAL IMPACT

Should the board accept this grant award, the adopted budget for FY17 will be increased by [\$162,015] in both revenues and expenditures in the following accounts:

Cost Object	G/L Account	Amount
10749	432100-State Grants	\$162,015
10749	710714-Referral Services	\$162,015

The grant has no matching requirements and no indirect costs are allowed.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the 2017 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between Washoe County and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada in the amount of [\$162,015] (no match required) to provide emergency housing assistance effective July 1, 2015 through June 30, 2018; and direct the Comptroller's Office to make necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "move to approve the 2017 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between Washoe County and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada in the amount of [\$162,015] (no match required) to provide emergency housing assistance effective July 1, 2015 through June 30, 2018; and direct the Comptrollers Office to make necessary budget adjustments."

2017 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING
WELFARE SET-ASIDE
FUNDS BY WASHOE COUNTY

THIS AGREEMENT is made between Washoe County a political subdivision of the State of Nevada, (hereinafter called "Washoe") by and through its Board of County Commissioners, and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada, (hereinafter called "NHD").

WHEREAS, NHD is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund".

WHEREAS, NHD desires to assist Washoe by providing Trust Funds to Washoe on behalf of its Social Services Department, hereinafter called "Social Services" in order to assist with qualified welfare set-aside activities under Trust Fund Administrative Guidelines, statutes, and regulations.

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et. seq.; and

WHEREAS, Washoe and NHD are public agencies within the meaning of the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to Washoe on behalf of Social Services, by NHD subject to the following conditions and limitations:

I. Scope of Services.

A. NHD will provide, effective July 1, 2016, funds not to exceed the total of \$162,015.00 to assist Washoe with qualified Trust Fund activities hereinafter referred to as "Activities."

B. Washoe agrees that any program costs, with regard to the distribution of welfare set-aside funds unless otherwise specified will be the responsibility of Washoe through Social Services. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Washoe through Social Services.

C. Before disbursing Trust Funds to any recipient, Washoe agrees to enter into an agreement by way of a signed application with the recipient.

D. Changes in the Scope of Services as outlined herein must be in accordance

with NRS 319 and NAC 319, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

II. Division General Conditions. Washoe agrees to abide by all conditions fully set forth below.

A. Washoe has requested the financial support of NHD that is provided for in this Agreement in order to enable Washoe to provide emergency housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Washoe shall be an independent contractor only.

B. Washoe will provide NHD with client usage records per activity on a monthly basis (quarterly data will be allowed if approved in advanced) during the period of this Agreement. Failure to provide this information in the required timeframe may result in forfeiture of these funds. Records will contain, but are not limited to, the following data:

1. Total clients served;
2. Race and ethnicity breakdown of clients served in accordance with the U.S Department of Housing and Urban Development criteria;
3. Name or client number of each head of household served;
4. Household income for clients served;
5. Number of persons in each household served;
6. Type of assistance provided to each household served; and
7. Other information as indicated in the Exhibit F-Welfare Set-Aside Client Information Report.

C. Washoe will not use any portion of the allocated Trust Funds for other than qualified Trust Fund activities, as defined in NRS 319 and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible families.

D. Washoe may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may at the option of NHD, result in the forfeiture of all financial support provided herein.

E. Washoe shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of activities as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;

4. Whether the financial operations of the program are being conducted properly; and
5. Whether the periodic reports to NHD contain accurate and reliable information.

Visits by NHD shall be announced to Washoe in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Washoe which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

F. At any time during normal business hours, Washoe's records with respect to the Program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, Legislative Counsel Bureau, or any combination thereof.

G. Limited Liability

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

H Indemnification

1. Consistent with the Limited Liability paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

I. Washoe will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify NHD of any legal action which is filed by or against it in conjunction with this program.

J. This Agreement will commence upon its approval and signature and appropriate official action by the governing body of both parties. Funds allocated by NHD to Washoe under this agreement must be used within 3 years after its award to Washoe as defined in

NAC 319. Upon written request by Washoe and for good cause, NHD may extend the period of the grant for not more than 1 year.

K. In the event that Washoe and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

L. Washoe agrees that no public officer or public employee of Washoe may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the public duties of that position.

M. Washoe agrees that no public officer or public employee of Washoe may use his or her position in government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a significant pecuniary interest or any other person. As used herein, "unwarranted" means without justification or adequate reason.

N. Washoe agrees that no public officer or public employee of Washoe may participate as an agent of Washoe in the negotiation or execution of a contract between Washoe and any private business in which he or she has a significant pecuniary interest.

O. Washoe agrees that no public officer or public employee of Washoe may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.

P. Washoe, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Welfare Set-Aside Program or are required by NHD.

Q. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Welfare Set-Aside Program funds received by Washoe pursuant to this Agreement, or any part thereof.

R. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the activity during the period of service of such officer, employee or agent, for one year thereafter.

III. Financial Management.

A. Washoe agrees, and shall require any subgrantee to agree, that all costs of any activity receiving funds pursuant to this agreement, shall be recorded by budget line items and

be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to NHD.

B. Washoe agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to NHD.

C. Washoe agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

IV. Modification or Revocation of Agreement.

A. NHD and Washoe will amend or otherwise revise this Agreement should such modification be required by NRS 319 or NAC 319.

B. In the event that any of the Trust Fund monies, for any reason, are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement with 15 days written notification to Washoe.

C. NHD may, with 15 days written notification, suspend or terminate this agreement if Washoe fails to comply with any of its terms.

D. In the event the Washoe County Board of Commissioners does not appropriate funds necessary to carry out the purposes of this Agreement, the County may terminate the Agreement upon 15 days written notification to the Division.

E. This agreement may be terminated at the convenience of NHD with 15 days written notice.

F. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

G. This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2016.

